

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Mercury, 701 8th Street NW, Suite 650, Washington, DC 20001		2. Registration No. 6170						
3. Name of Foreign Principal Government of Nigeria	4. Principal Address of Foreign Principal Embassy of the Republic of Nigeria, 3519 International Court NW, Washington, DC 20008							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Embassy to the United States								
b) Name and title of official with whom registrant deals Ambassador Adebawale Adefuye								
7. If the foreign principal is a foreign political party, state:								
a) Principal address Not applicable								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Not applicable

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Not applicable

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
August 02, 2013	John Vincent Weber, Partner	/s/ John Vincent Weber eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mercury	2. Registration No. 6170
3. Name of Foreign Principal Government of Nigeria	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Mercury will: provide government affairs counsel and arrange meetings with key Executive and Legislative branch officials and staff on issues of importance to Nigeria; arrange meetings between US and Nigerian officials to further deepen business, economic and security ties; and facilitate and arrange US visits for key Nigerian officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Seek to enhance bilateral diplomatic, economic, and security relations between the U.S. and Nigeria. To do this, Mercury will: provide government affairs counsel and arrange meetings with key Executive and Legislative branch officials and staff on issues of importance to Nigeria; arrange meetings between US and Nigerian officials, business and thought leaders to further deepen business, economic and security ties; and facilitate and arrange US visits for key Nigerian officials.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 02, 2013	John Vincent Weber, Partner	/s/ John Vincent Weber

eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Mercury

CONSULTING SERVICES AGREEMENT

The Embassy of the Federal Republic Of Nigeria ("Client") hereby enters into this consulting services agreement ("Agreement") effective as of July 22, 2013 ("Effective Date") to retain Mercury Public Affairs LLC, a New York limited liability company having a business address at 7 World Trade Center, 36th Floor, New York, NY 10007 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant should provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. Payment Terms. Client and Consultant agree that Consultant shall be entitled to receive the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses would only be incurred with the approval of the Client. Payment in full shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees, compensation or retainers, Client will be billed on the 1st of every month except if Agreement begins mid month. In such cases, Client will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.
3. Term. The term of this Agreement shall begin on the Effective date and will continue in effect until November 22, 2013 (the "Term"). The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party.
4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.
5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Non-Compete. Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement. Each party agrees that the other party's remedy at law for a breach of the provisions of this paragraph shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it might have.
7. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.
8. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 8 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.
9. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.
10. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

11. **Notices.** Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC
14502 North Dale Mabry Hwy, Suite 104
Tampa, FL 33618
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: Finance@mercuryllc.com

If to Client:

The Embassy of the Federal Republic of Nigeria
3519 International Ct NW
Washington, DC 20008
Attention: Omar Lawal
Telephone: (202) 986-8400
Fax:
Email:

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws rules.
13. **No Liability of Consultant.** Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.
14. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in New York County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.

The prevailing party in any legal proceeding in connection with this Agreement shall have the right to require the non-prevailing party in such proceeding to make payment to and reimburse the prevailing party for the entire amount of the legal fees and related expenses which the prevailing party shall have incurred in connection with the commencement, prosecution or defense of such proceeding and the trier of fact in such

proceeding shall as a component of any judgment or award make an award to the prevailing party of such legal fees and expenses. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

Effective Date noted above.

Mercury Public Affairs LLC.

By: 

Name: Morris L. Reis

Title: Partner

Date: 7/22/2013

The Federal Republic of Nigeria

By: 

Name: Amb ADE ADE FUYE

Title: Ambassador

Date: 07/22/2013

SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting services as follows:

- ❖ **Provide government affairs counsel and arrange meetings with key Executive and Legislative branch officials and staff on issues of importance to Nigeria**
- ❖ **Arrange meetings between US and Nigerian officials to further deepen business, economic and security ties**
- ❖ **Facilitate and arrange US visits for key Nigerian officials**

Mercury Public Affairs, LLC is a United States company and complies with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract, including the Foreign Corrupt Practices Act.

SCHEDULE 2

Compensation

For consulting services identified in Schedule One, Client will compensate Mercury Public Affairs, LLC a total of \$300,000 over the Term of this Agreement, with 50% (\$150,000) of total amount due immediately upon contract execution and the additional 50% (\$150,000) due after 90 days. Work will not start until receipt of first payment.

Additional miscellaneous expenses, such as travel, will be billed in addition to the retainer and expenditures would only be made with the approval of the Client.